

COURION CORPORATION
END-USER LICENSE AGREEMENT

This End-User License Agreement ("Agreement") is made and entered into as of the Effective Date as indicated below, by and between Courion Corporation, a Delaware corporation, having principal offices at 1900 West Park Drive, 1st Floor Westborough, MA 01581-3942 ("Courion") and the company identified below ("Customer") (Courion and Customer may be collectively be referred to as "Parties" and/or individually as "Party").

WHEREAS, Courion is in the business of providing software and services; and Customer desires to obtain a license to use such software and/or purchase such services; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein the Parties agree as of the Effective Date to the following:

1. Definitions.

"Authorized Contact(s)" shall mean named individuals trained in the use of Software and Services identified on the applicable attachment attached hereto and/or otherwise identified by the Customer as having security authorization to contact Courion's Technical Support Department to report problems and seek assistance in the use of the Software and Services.

"Customer" shall mean the legal entity specified on the signature page of this Agreement.

"Documentation" shall mean the applicable installation guides, service descriptions, technical specifications, on-line help files, and user manuals for the Software provided by Courion.

"License Term" shall mean a license grant in accordance with this Agreement for the designated amount of Seats and for the period of time as reflected in Attachment 1 "License Schedule".

"Maintenance Services" shall mean the maintenance service in support of the Software and/or services purchased by the Customer commencing and terminating as reflected in Attachment 2 "Support & Maintenance".

"Technical Services" shall mean installation and/or training services performed by Courion's personnel and/or agents for the benefit of Customer as reflected in Attachment 3 "Technical Services".

"Seat(s)" shall mean individual instances of the Software being utilized or managed by an individual under an assigned User ID and password that stores and/or accesses data or for which data is stored or accesses for by an internal administrator and/or manager, utilizing the Software, including but not limited to those accounts that are designated by Customer as "Active", "Inactive", or "On-Hold".

"Services" shall mean the applicable services provided in conjunction with the Software, which shall include but is not limited to Maintenance Services, and/or Technical Services as reflected in Attachment 2 "Support & Maintenance".

"Shipment Date" shall mean the earliest calendar days in which Courion (i) initially ships to Customer the Software and/or

Documentation via a reputable overnight courier; (ii) allows customer to access the Software and Documentation via a TCP/IP and/or FTP transfer site; or (iii) actually installs the Software and provided the Documentation in furtherance of providing Technical Services to Customer.

"Site" shall mean a common geographic location of the Software as defined in Attachment 1 "License Schedule".

"Software" shall mean the software products as reflected in Attachment 1 "License Schedule", including selected modules.

2. License Grant & Restrictions.

2.1 License Grant. In consideration for the payment of the License Fees, as reflected in Attachment 1 "License Schedule", Courion hereby grants to Customer and Customer accepts, a limited nonexclusive, non-transferable license, for the License Term, to (i) install the Software on the Customer's computer systems/network equal to the number and type of Seats described as reflected in Attachment 1 "License Schedule"; (ii) use the Software in object-code/executable form only for the Customer's internal business needs; (iii) use the Documentation to support the use of the Software and/or Services; and (iv) make a commercially reasonable number of copies of the Software in object-code/executable form only, for nonproductive backup purposes.

2.2 Restrictions. Customer specifically agrees to limit the use of the Software and/or Services to those specifically granted in this Agreement. Without limiting the foregoing, Customer specifically agrees not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Software; (iii) remove any of Courion's, or its vendors, copyright notices and proprietary legends (iv) use the Software (a) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (d) in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; (e) such that the total number of Seats in excess of the total Seats allocated to Customer as reflected in Attachment 1 "License Schedule"; and/or (v) file copyright or patent applications that include the Software or any portion thereof.

3. Maintenance.

3.1 Maintenance Services. In consideration for the ongoing payment of the Maintenance Fees, as reflected in Attachment 2 "Maintenance Services", Courion shall provide Maintenance Services for the Software. Customer acknowledges that this Agreement includes a warranty for the Software and/or Services for a period of ninety (90) calendar days from the initial Shipment Date of the initial delivery of Software to Customer. The initial Maintenance Services

period commences the Shipment Date of the Software; therefore, the Warranty Period overlaps the initial Maintenance Services period.

3.2 Error Correction. Courion shall be responsible for using commercially reasonable diligence to correct verifiable and reproducible errors when properly reported to Courion. The error correction(s), when completed, may be provided in the form of a "temporary fix," which shall consist of sufficient programming and operating instructions to implement such error correction(s).

3.3 Upgrades and/or Updates. So long as Customer has not lapsed in its payment of the Maintenance Fees due hereunder Courion shall provide to Customer all upgrades and updates, free of charge. If Customer has lapsed in the payment of Fees due hereunder all such payments must be paid in full prior to recommencement of Maintenance Service by Courion. Customer shall be responsible for paying all Maintenance Fees associated with back Maintenance Services from the date that such Maintenance Services were stopped through to the then-current date.

3.4 Previous Versions. It is the responsibility of Customer to obtain and install all upgrades and updates; Courion shall take commercially reasonable efforts in accordance with industry standards to notify Customer of all upgrades and updates. Courion reserves the right to withhold support for versions of the Software, which have not had the latest upgrades and updates installed. If Customer elects not to install the latest upgrades and updates, then Courion shall only provide Maintenance Service for the previous two (2) versions of the Software.

3.8 Authorized Contacts. For security purposes, Customer shall provide at all times a minimum of two (2) Authorized Contacts. The Customer shall provide to Courion and keep current the phone numbers and email addresses of all such Authorized Contacts. The Authorized Contacts shall be the sole contacts for all communications between the Customer and Courion's Technical Support Department, until the reported problems is resolved.

4. Prices and Payment.

4.1 Prices. Prices for Software and fees for Services, including but not limited to license fees, technical services fees, shall be the prices as reflected in Attachment 1 "License Schedule" ("Fees") discounted in accordance with Appendix C, Pricing Index, of DIR Contract No. DIR-SDD-1656. All Fees are exclusive of sales, use, value-added or other excise tax, however designated or levied. , No credits shall be made for the return of Software except as provided for in Section 7, "Warranties".

4.2 Payment. Invoices and Payments shall be in accordance with Sections 7.B and 7.C. of Appendix A to DIR Contract No. DIR-SDD-1656.

4.3 Taxes. As per Section 151.309, Texas Tax Code, governmental Customers are exempt from the assessment of State sales, use and excise taxes. Further, governmental Customers are exempt from Federal Excise taxes, 26 United States Code Sections 4253 (i) and (ii).

5. Intellectual Property & Protections.

Courion shall have sole and exclusive ownership of all right, title, and interest in and to the Software, Services,

Documentation and all copies thereof including all derivations, modifications and enhancements thereto (including but not limited to ownership of all intellectual property rights). This Agreement does not provide Customer with title or ownership of the Software, Services and/or Documentation, but only a right of limited use.

6. Warranties.

6.1 Software Warranty. Courion warrants for a period of ninety (90) days from the initial Shipment Date of the Software, ("Warranty Period") for Customer's benefit alone, that (i) the Software will perform substantially and materially in accordance with such Software's technical specifications included or referred to in the applicable Documentation, (ii) except as specified in the Documentation and to the best of Courion's knowledge, the Software does not contain any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, software lock (other than a lock for limiting the number of Seats to the number purchased under this Agreement), drop-dead device, malicious logic, worm, Trojan horse, error, defect or trap door, that is capable of deleting, disabling, deactivating, interfering with, or otherwise harming the Software, Customer's databases or hardware, data, or computer programs or codes, or that is capable of providing access or produce modifications (iii) the Software and the media on which the Software is delivered to Customer do not contain or include any codes or programs, which causes, directly or indirectly, any material corruption, deterioration, alteration or other adverse change to the Software or any other software or hardware of the Customer ("Software Warranty"). Courion does not warrant that the Software will be error-free in all circumstances. In the event of any defect or error covered by such Software Warranty, Customer agrees to provide Courion with sufficient detail to allow Courion to reproduce the defect or error. For any defect or error in the Software covered by such Software Warranty during the Warranty Period, Courion will attempt to repair or replace the Software at Courion's facility by issuing corrected instructions or a workaround. If Courion is unable to correct such defect or error after a reasonable opportunity, Courion will refund the License Fees paid for such Software.

6.2 Technical Services Warranty. Courion warrants that all Technical Services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Technical Services Warranty"). Customer's exclusive remedy for a breach of the Technical Services Warranty shall be, at Courion's option, either to (i) re-perform such Technical Services and/or training; or (ii) to provide Customer a refund for the allegedly defective Technical Services. Such remedy shall only be available if Customer notifies Courion in writing within ninety (90) calendar days of the completion of such technical services and/or training.

6.3 Warranty Exclusions & Exclusive Remedy. The warranties stated herein shall not include nor extend to (i) any improper use, operation or neglect of the Software and/or Services; (ii) the unauthorized modification of the Software and/or Services or the merger of the Software (in whole or part) with any other software or equipment by Customer not previously approved by Courion; (iii) any material breach by Customer of Customer's obligations under this Agreement; and/or (iv) use of the Software or Services for any purpose not set out in the Documentation and/or Section 2, "License Grant & Restrictions." All remedies stated in this Section 7, "Warranties" are Customer's sole and exclusive remedy and shall be Courion's entire liability in contract, tort, or otherwise.

7. Limitation of Liability; Exclusion of Consequential Damages.

7.1 NO FURTHER WARRANTIES. EXCEPT AS SPECIFIED IN SECTION 6, "WARRANTIES," THE SOFTWARE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, COURION SHALL HAVE NO LIABILITY FOR THE SOFTWARE OR ANY SERVICES PROVIDED IN FURTHERANCE OF THIS AGREEMENT; COURION MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND COURION SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

7.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

7.3 LIMITATION OF LIABILITY. LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH SECTION 9.K. OF APPENDIX A TO DIR CONTRACT NO. DIR-SDD-1656.

7.4 ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

8. Indemnification.

Infringement indemnification shall be in accordance with Section 9.A.2. of Appendix A to DIR Contract No. DIR-SDD-1656. If such a claim is made or appears possible, Courion may, at its option, secure for Customer the right to continue to use the Software, modify or replace the Software so it is non-infringing, or, if neither of the foregoing options is available, in Courion's reasonable judgment, require Customer to return the Software for a refund or credit, at Courion's sole option, equal to the portion of previously paid Fees allocable to the remaining term. However, Courion has no obligation for any claim based on a modified version of the Software or the combination, operation, or use of the Software with any software, product, data, or apparatus not provided by Courion. THIS PARAGRAPH STATES COURION'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT.

9. Termination.

9.1 Terminations shall be in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-SDD-1656.

10. Confidentiality.

10.1 Confidential Information. To the extent consistent with the Texas Public Information Act, "Confidential Information" means any proprietary, confidential and/or trade secret information of the Discloser and/or others possessed by the Discloser relating to, among other things, the Discloser's products, technology, specifications, manufacturing methods, know-how, business or marketing plans, or business relationships. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents, photographs and drawings, and intangible media such as diskettes and other magnetic or electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections of writings, designs, drawings, photographs, models, prototypes, samples or facilities).

10.2 Confidential Disclosure. Confidential Information disclosed in documentary form shall be stamped "Confidential Information" or in some other manner clearly indicating that it is confidential or proprietary. The Discloser must confirm by written notice to the Receiver within thirty (30) calendar days of disclosure that Confidential Information disclosed orally, visually or in any other non-documentary form is "Confidential Information." Notwithstanding the foregoing, the following shall be considered Confidential Information if disclosed orally or in writing by either Party during discussions concerning the business relationship: (i) all inventions, discoveries, know-how, techniques, devices, ideas, research, software implementation methods, practices, processes, systems, formulae, designs, products, projects, computer programs, improvements and developments which have not been generally available to the public; (ii) all client or customer lists, trade secrets, or other information pertaining to the financial condition, business affairs or prospects of the Parties including, without limitation, information relative to customers, suppliers or other parties with which a Party has a business relationship, samples, sketches, bulletins, correspondence, company forms and records (including financial statements and product specification sheets), information concerning sources of supply, costs of manufacture and sale and applications of equipment, whether or not published or unpublished, confidential or protected or susceptible to protection by patent, trademark, copyright or any other form of legal protection and whether or not any attempt has been made to secure such protection; and (iii) any of the foregoing information developed by or proprietary to clients or customers of either Party.

10.3 Exclusions. Confidential Information shall not include information that: (a) was in the public domain when disclosed; (b) becomes public domain after disclosure, other than as a result of the Receiver's violation of this Agreement; (c) was in the Receiver's possession when disclosed and was not acquired directly or indirectly from the Discloser; (d) is shown by written evidence to have been developed by the Receiver independently after disclosure without benefit of the Confidential Information; (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from the Discloser, or (f) was required to be disclosed pursuant to the Texas Public Information Act.

10.4 Disclosures & Care. To the extent consistent with the Texas Public Information Act, the Receiver: (i) will not disclose Confidential Information (except to its employees or to potential suppliers or subcontractors which are bound by a written confidentiality agreement) and will otherwise comply with Receiver's obligations under this Agreement; (ii) will not use Confidential Information except for the purposes contemplated by

this Agreement; (iii) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances; and (iv) will make copies of Confidential Information only as needed for such purpose, all of which shall include any existing markings indicating that they are Confidential Information of the Discloser, or shall have markings supplied by the Receiver.

11. Audit.

During the term of this Agreement, Customer will maintain records reasonably required to verify its compliance with this Agreement. Upon at least thirty (30) calendar days notice to Customer, and not less than twelve (12) months since a prior audit, Courion may audit and inspect the applicable records of Customer, at Customer's principal place of business, during Customer's normal business hours and in such a manner as to avoid unreasonable interference with Customer's business operations. In the event that Courion determines that Customer has underpaid any payment due under this Agreement, Courion shall notify Customer in writing of this alleged discrepancy.

12. General Provisions.

12.1 Entire Agreement; Integration. DIR Contract No. DIR-SDD-1656 and this Agreement and all Attachments referencing this Agreement represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the Parties. Neither party shall be deemed the drafter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both Parties. All additional and conflicting terms and conditions presented with or in any communication, including but not limited to Customer's purchases order ("P.O."), except with respect to price, quantity and location specified in a P.O., are hereby rejected and shall be deemed *null* and *void*.

12.2 Notices. Notices shall be in accordance with Section 11.A. of Appendix A to DIR Contract No. DIR-SDD-1656.

12.3 Force Majeure. Force majeure shall be in accordance with Section 10.C. of Appendix A to DIR Contract No. DIR-SDD-1656

12.4 Relationship with Third Parties. This Agreement governs the relationship between Courion and Customer. No Customer, end user or other person or entity not a Party to this Agreement shall be considered a third party beneficiary of this Agreement.

12.5 Severability & Survival. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction then such clause shall be re-construed to provide the maximum protection afford by law in accordance with the intent of the applicable provision. The following provisions shall survive any termination of this Agreement, Sub-Section 2.2 "Restrictions" of Section 2, "License

Grant & Restrictions"; 4, "Prices & Payment"; 5, "Intellectual Property & Protections"; 7, "Limitation of Liability; Exclusion of Consequential Damages"; 9, "Indemnification"; 11, "Confidentiality"; and 13, "General Provisions".

12.6 Assignment. Assignment shall be in accordance with Section 4.D. of Appendix A to DIR Contract No. DIR-SDD-1656.

12.7 Applicable Law. This Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the laws of the State of Texas, USA, without reference and/or regard to its conflicts of laws principles. Each Party hereby submits to the exclusive jurisdiction of the courts of Travis County, Texas and hereby waives any objections to venue with respect to actions brought in such courts. Both Parties specifically agree that the U.N. Convention on the International Sale of Goods, the Uniform Computer Information Transactions Act ("UCITA"), shall not apply to any and all actions performed by either Party hereunder in furtherance of this Agreement. Dispute Resolution shall be in accordance with Section 10.A. of Appendix A to DIR Contract No. DIR-SDD-1656. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

12.8 Export Restrictions. Customer acknowledges that the Software and/or Services are subject to United States export control laws. Customer shall comply with all applicable export laws, obtain all applicable export licenses and will not export or re-export any part of the Software Products to any country in violation of such restrictions or any country that may be subject to an embargo by the United States.

12.9 Government End-User Notice. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein.

12.10 Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

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12.11 Headings & Order of Precedence. All headings used herein are for convenience of reference only and are not a part of this Agreement, nor shall they in any way affect the interpretation hereof. If there is any conflict between DIR Contract No. DIR-SDD-1656, this Agreement and any Attachment hereto, the order of precedence shall be the DIR Contract, then this Agreement and then the applicable Attachment.

IN WITNESS WHEREOF EACH PARTY HAS EXECUTED THIS AGREEMENT BY ITS DULY AUTHORIZED REPRESENTATIVE AS OF THE EFFECTIVE DATE STATED BELOW.

Agreed & Accepted

_____, __, 20__ (“Effective Date”)

COURION CORPORATION

Signature

By {Print or Type Name}

Title

Courion Notification Information

Courion Corporation
Attn: Legal & Chief Financial Officer
1900 West Park Drive, 1st Floor
Westborough, MA 01581-3942
Telephone: 508-879-8400
Toll-free: 1-866-COURION
Fax: 508-366-2844

CUSTOMER {Print or Type Company Name}

Signature [authorized representative]

By {Print or Type Name}

Title

Customer Notification Information

Address Line # 1

Address Line # 2

Contact Name

Contact Title

Email Address

Phone Number

Fax Number

Attachment 1
“License Schedule”

| PROGRAMS ⁽ⁱ⁾ (“Software”) | TERM | NUMBER OF LICENSES (“Seats”) | LICENSE FEE ⁽ⁱⁱ⁾ (USD Per Seat) | SUBTOTAL (USD) |
|--|--------------------------------------|------------------------------------|---|-------------------|
| AccountCourier Software with {Full Library Package} {Base Package -- Insert 3 AMMs} ⁽ⁱⁱⁱ⁾ | {Perpetual}, {24 / 36 / 48 Month} | | | |
| ComplianceCourier Software ^(iv) | {Perpetual}, {24 / 36 / 48 Month} | | | |
| PasswordCourier Software with {Full Library Package} { Base Package – Insert 3 PMMs & Insert 1 AAO} ^(v) | {Perpetual}, {24 / 36 / 48 Month} | | | |
| Password Management Module (PMM) &/or Account Management Module (AMM) SDK ^(vi) | {Perpetual}, {24 / 36 / 48 Month} | | | |
| SERVICES (“Services”) | | QUANTITY (“Days”) | (Daily Rate) FEES (USD) | SUBTOTAL (USD) |
| | | | | |
| | | | | |
| | | | | |

Customer Company: _____
 Address Line 1: _____
 Address Line 2: _____
 City, State, Zip: _____
 Country: _____

| | |
|--|--|
| Subtotal License Fees | |
| Maintenance & Support Fees | |
| Subtotal Technical Services & Training Fees | |
| TOTAL FEES | |

Contact: _____
 Telephone #: _____
 Facsimile: _____
 Email: _____

Billing Contact: _____
 Telephone #: _____
 Facsimile: _____
 Email: _____

⁽ⁱ⁾ Customer agrees to maintain adequate records relating to the use of the Software. Such records shall be made available to Courion for inspection for the purpose of determining whether the correct end-user license fees that are due under this Agreement have been paid.

⁽ⁱⁱ⁾ Only with Customer’s prior written consent may Courion use Customer’s name or logo in Courion’s published customer list, in any press release or in any other public document, website or statement.

Attachment 2
“Support & Maintenance”

| Description | Annual Support and Maintenance Fee |
|---|------------------------------------|
| Support and Maintenance <i>includes:</i> <ul style="list-style-type: none"> • Release updates • Version upgrades • Phone-based support • Web-based support | 20 % or License Fees |

1. Support Levels & Resolution Goals.

1.1 Support Hours. Courion shall provide support to Customer twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five days a year (24x7x365) days a year by calling 1-866-COURION. In addition, Customer will have access to web-based support via Courion’s support portal site including its knowledgebase of frequently asked questions.

1.2 Support Services.

(a) Customer shall receive all updates, version releases, upgrades and enhancements to the licensed Software for updates that are not designated by Courion as new products or modules for which it charges a separate fee;

(b) Courion agrees to respond to Customer on a twenty four (24) hour a day basis in the event of an out of service condition. This support may be provided by Courion’s customer support staff, or other partner qualified personnel;

(c) Telephone assistance in the diagnosis and resolution of Software problems and assistance in expediting priority replacement software required on an emergency basis.

(d) On-line remote monitoring of sites, as mutually agreed, to provide assistance in problem identification and resolution. Such on-line monitoring may require a data connection

agreement between the parties to regulate the method and extent of connection between the Parties’ computer networks;

(e) Routine telephone assistance in the support of the initial implementation of newly developed Software updates and upgrades to the Software; and

(f) Furnish Software work-around or Updates and upgrades for Software that is not compliant with specifications.

(g) Upon request and mutual agreement, Courion will dispatch a Courion engineer, to a Customer Site to perform on-Site diagnostics and troubleshooting provided that Customer shall reimburse Courion’s reasonable travel expenses (in accordance with Section 4.G. of DIR Contract No. DIR-SDD-1656) and personnel time according to technical services rates defined herein and as discounted in accordance with Appendix C, Pricing Index, to DIR Contract No. DIR-SDD-1656. When Customer refers Software problems to Courion customer support staff during Business Hours, Customer will be given a case number and a mutually agreed upon priority level, if resolution cannot be completed over the telephone. The table provided below describes the four (4) levels of priority used by Courion’s customer support staff. Courion’s customer support staff shall provide the caller a verbal status, disposition or resolution of the reported problem within two (2) hours of notification for priority levels one (1) and two (2). At the discretion of Customer, the problem may be escalated in accordance with the table provided below:

| Severity | Priority | Contact Goals | Relief Goals | Resolution Goals | Contact methods |
|-----------|----------|---------------|-----------------|------------------|--------------------|
| CRITICAL | 1 | 15 minutes | 24 hours | 30 days | Phone only. |
| MAJOR | 2 | 15 minutes | 48 hours | 90 days | Phone only. |
| MINOR | 3 | 24 hours | 5 business days | 180 days | Phone, e-mail, web |
| NO IMPACT | 4 | 24 hours | N/A | N/A | Phone, e-mail, web |

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2. Escalation Policy.

Courion's escalation policy helps, as depicted in the table above, endeavors to notify the appropriate personnel of problems in a timely fashion and to allocate the necessary resources. Courion's escalation policy allows either the Customer or Courion's customer support team to elevate the visibility of a specific case.

The escalation procedure is initiated when the priority field in Courion's customer call management system is set or changed. The goal is to return the Software to an operational state as soon as practicable.

APPENDIX A-1

A.1 CLASSIFICATIONS

1. Call Severity/Priority. Problems are classified into four categories "NO IMPACT", "MINOR", "MAJOR", and "CRITICAL" based on severity.

| CATEGORY | | Definition of Customer Business Impact |
|-----------|----------|--|
| Severity | Priority | |
| CRITICAL | 1 | Customer' system or application down is down and inoperable in a production environment. All work has stopped and the situation is causing a critical impact to the customer's business operations and productivity. |
| MAJOR | 2 | Customer' system or application is severely limited or degraded in a production environment. The situation is causing a significant impact to certain portions of the customer's business and productivity. The system or application interrupted but recovered, high risk of reoccurrence. |
| MINOR | 3 | Problem encountered in a production environment; irritant; minimal impact to business operation; localized or isolated impact; operational nuisance; documentation errors. |
| NO IMPACT | 4 | General questions; information needed in a production environment. |

2. Contact. A Customer has contacted Courion to begin diagnosing a problem. Calls that are categorized as "CRITICAL" or "MAJOR", can only be initiated to Courion's Customer Support *via* a telephone call. Any support incidents submitted outside of Business Hours, *via* an e-mail and/or via the web-based Courion portal will be responded to on the next Business Day.

3. Contact Escalation. In case a Customer has not been contacted by the appropriate Courion contact, then this Customer problem is escalated to Courion's customer support manager.

4. Relief. Recommendation of a fix that has a high degree of certainty of fixing problem. Also, Customer agreement that a workaround or risk assessment (perhaps no action at this time) is acceptable until a formal fix is available; or, in the case of non-defect request, the resolution/answer to the request.

5. Resolution. A permanent fix has been incorporated into the software and has been released to Customer.

A.2 LIMITATION

Support and maintenance Services do not include services connected with the relocation or network reconfiguration. Service resulting from: (a) neglect, gross neglect, misuse, and/or accidental damage to the Software; (b) modifications or repairs performed by any other party that is not authorized by Courion; (c) correction of defects arising from the failure of Customer to provide and maintain a suitable installation environment including but not limited to proper electrical power, air conditioning, or humidity control; and/or (d) The support of the Software for purposes other than the purposes for which such Software was designed.

A.3 INFORMATION, DOCUMENTATION AND TECHNICAL ASSISTANCE

Courion shall also provide Customer with information and documentation, in addition to technical assistance and access to the Software, as Customer may reasonably and practically require.

Attachment 3
“Technical Services”

| Description | Billing Rate |
|--|--|
| Technical Services <i>to include</i> : <ul style="list-style-type: none"> • Estimated _____ () days • Customized project planning • Process and product implementation recommendations • Integration with authentication and auditing systems • Installation and configuration | \$_____/per person/per day including reasonable expenses incurred) |

Courion's primary obligation hereunder is to complete the Services and to meet any deadlines set forth in the description of the Services. Customer will provide Courion with a valid purchase order prior to the start of any Services work. Courion will provide Customer with written notice when fifty percent (50%) and seventy-five (75%) of the estimated days have been used so Courion and Customer can jointly determine the application of remaining time. In the event that Services are required over and above the previously agreed-to estimate, Courion shall notify Customer in writing, at which time Customer may elect to purchase more Services at the above billing rate.

Technical Services time may be used for one (1) or more of the following: planning and installation, preparing user profiles, transitioning to self-support or for a security review. Technical Services are impacted by the availability of existing data, number of Seats, number of Authorized Contacts, type of help desk integration and resources allocated by Customer. Any estimated fees are based on the time and material service rates that Courion charges for services of this kind, the types of skilled personnel Courion plans to provide, and the expected time required to meet deliverables outlined in this Agreement.

Travel expenses are not included in the rate for Technical Services, and shall be reimbursed by Customer in accordance with Section 4.G. of DIR Contract No. DIR-SDD-1656. Invoices and Payments shall be in accordance with Sections 7.B. and 7.C. of Appendix A to DIR Contract No. DIR-SDD-1656.

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